

Panaji, 25th July, 2019 (Sravana 3, 1941)

SERIES II No. 17

OFFICIAL GAZETTE



GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note:- There are two Extraordinary issues to the Official Gazette, Series II No. 16 dated 18-07-2019 as follows:—

- (1) *Extraordinary dated 18-07-2019 from pages 293 to 294 regarding Notification from Goa Legislature Secretariat.*
- (2) *Extraordinary (No. 2) dated 24-07-2019 from pages 295 to 296 regarding Notification from Department of Elections.*

GOVERNMENT OF GOA

Department of Agriculture

Directorate of Agriculture

Order

No. 2/14/95/Agri(Part)/Vol.II/507

Government is pleased to transfer Shri Govind Vasant Parab, Assistant Agriculture Officer, presently working at the Headquarters in the Extension Section to Farmers Training Centre, Ela, Old Goa with immediate effect.

Shri Govind V. Parab stands relieved w.e.f. 15-07-2019 (a.n.). This is issued with approval of Government vide U.O No. 2606 dated 05-07-2019.

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 12th July, 2019.

Corrigendum

No. 2/14/95/Agri(Part)/Vol.II/562

Read: Order No. 2/14/95/Agri (Part)/Vol.II/438 dated 02-07-2019.

In the above referred order, the second last para may be read as

"The officers at Sr. Nos. 1, 2, 4, 5, 6, 7, 8 & 11 stands relieved from their respective posts w.e.f. 02-07-2019 (a.n.). No joining time will be allowed in case there is no change of residence".

Instead of

The officers at Sr. Nos. 1, 2, 4, 5, 6, 7 & 8 stands relieved from their respective posts w.e.f. 02-07-2019 (a.n.). No joining time will be allowed in case there is no change of residence".

By order and in the name of the Governor of Goa.

Madhav B. Kelkar, Director & ex officio Joint Secretary (Agriculture).

Tonca-Caranzalem, 22nd July, 2019.

Department of Co-operation

Office of the Registrar of Co-operative Societies

Order

No. 8-1/FISH/TS-II/SZ/2017/RCS/2290

- Read: 1) Show Cause Notice No. 17-242-2006/ /ARSZ/FISHERIES/212 dated 21-04-2017.
- 2) This office Order No. 8/1/FISH/TS-II/SZ/ /2017/RCS/668 dated 19-05-2017 appointing a Committee of Administrator in term of Section 67A(1) of the Goa Co-operative Societies Act, 2001 to streamline the affairs of the South Goa Mechanized Boat Owners Co-op. & Marketing Society Ltd., Cutband, Velim, Salcete-Goa.
- 3) Letter No. SGMBOCMSL/COA/13 dated 20-11-2017 received from Chairman of Committee of Administrator of the South Goa Mechanized Boat Owners Co-op. & Marketing Society Ltd., Cutband, Velim, Salcete-Goa.

- 4) This office Order No. 8/1/FISH/TS-II/SZ/2017/RCS/3829 dated 29-12-2017 extending the term of Committee of Administrator.
- 5) This office Order No. 8/1/FISH/TS-II/SZ/2017/RCS dated 04-06-2018 extending the term of Committee of Administrator.
- 6) This office Order No. 8/1/FISH/TS-II/SZ/2017/RCS/3708 dated 24-12-2018 extending the term of Committee of Administrator.

In exercise of powers vested in me under Section 67A(1) of the Goa Co-operative Societies Act, 2001, I, Menino D'Souza, Registrar of Co-operative Societies, Government of Goa, hereby extend the term of Committee of Administrators appointed vide order referred at Sr. No. 2 hereinabove for another period of six months with retrospective effect from 23-05-2019 or till constitution of full fledged Board of Directors with due process of law, whichever is earlier.

Menino D'Souza, Registrar & ex officio Joint Secretary (Co-op. Societies).

Panaji, 16th July, 2019.



Department of Education, Art & Culture

Directorate of Higher Education

Order

No. 23/1/2001-DHE/Vol.I/3886

Government is pleased to declare Dr. Maria Norma Menezes, Associate Professor in Philosophy, Government College of Arts, Science and Commerce, Sanquelim-Goa as "Surplus" since there is no workload for her in any of the Government Colleges as her subject "Philosophy" is not being taught/offered in any of the Government Colleges.

Consequent upon Dr. Maria Norma Menezes being declared as "Surplus", she is hereby transferred to Government College of Commerce and Economics, Margao-Goa with immediate effect in public interest.

By order and in the name of the Governor of Goa.

Prasad G. Volvoikar, Under Secretary (Higher Education).

Porvorim, 10th July, 2019.

Certificate

No. ACADIII/GC-06/PER/28/2019/3923

Read: Order No. ACAD-III/GC/Filling-Asstt. Prof/60/2018/6086 dated 08-03-2019.

Certified that the character and antecedents of Ms. Melcy Lily Dias, appointed to the post of Assistant Professor in Geography (Group "A" Gazetted) in Sant Sohirobanath Ambiye Government College of Arts and Commerce, Pernem-Goa under Directorate of Higher Education vide above referred Order has been verified by the Addl. District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

Dr. Remy Dias, Dy. Director (Higher Education).
Porvorim, 12th July, 2019.

Certificate

No. ACADIII/GC-03/PER/24/2019/4042

Read: ACAD-III/GC/Filling-Asstt. Prof/60/2018/6057 dated 07-03-2019.

Certified that the character and antecedents of Shri Guruprasad Ramkrishna Naik, appointed to the post of Assistant Professor in Economics (Group "A" Gazetted) in Government College of Arts, Science and Commerce, Sanquelim-Goa under Directorate of Higher Education vide above referred Order has been verified by the Addl. Collector & ADM, North Goa, Panaji-Goa and nothing adverse has come to the notice of the Government.

Dr. Remy Dias, Dy. Director (Higher Education).
Porvorim, 18th June, 2019.

Certificate

No. ACADIII/GC-05/PER/17/2019/4124

Refer: Certificate No. ACAD-III/GC-05/PER/17/2019/1399 dated 25-06-2018.

Certified that the character and antecedents of Mr. Milton Pires, appointed to the post of Assistant Professor in Computer Science (Group "A" Gazetted) in Government College of Arts, Science and Commerce, Khandola-Goa under Directorate of Higher Education vide above referred Order has been verified by the Addl. District Magistrate, South Goa District, Margao-Goa and nothing adverse has come to the notice of the Government.

This issues in supersession to this Department earlier Certificate No. ACAD-III/GC-04/PER/17/2019/1399 dated 25-06-2019.

Dr. Remy Dias, Dy. Director (Higher Education).
Porvorim, 22nd July, 2019.

Certificate

No. ACADIII/GC-05/PER/27/2019/4126

Read: ACAD-III/GC/Filling-Asstt. Prof/60/2018/
/6057 dated 07-03-2019.

Certified that the character and antecedents of Ms. Manisha Manohar Phadte, appointed to the post of Assistant Professor in Economics (Group "A" Gazetted) in Government College of Arts, Science and Commerce, Khandola-Goa under Directorate of Higher Education vide above referred Order has been verified by the District Magistrate, North Goa District, Panaji-Goa and nothing adverse has come to the notice of the Government.

Dr. Remy Dias, Dy. Director (Higher Education).

Porvorim, 22nd July, 2019.

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Department of Elections

Goa State Election Commission

Order

No. 5/25/Bye-election/NGZPT/2019-SEC/755

Sub.: Filing of Form A & B.

Whereas, the superintendence, direction & control of Zilla Panchayat Election in Goa are vested by the Article 243K of the Constitution of India with the State Commission of Goa.

Whereas, by way of the Goa Panchayat Raj (Amendment) Ordinance, 2015, the provision of the Goa Panchayat Raj Act has been amended and Clause 16A incorporated in the Act defining Political Parties means a Political Party as defined under the Clause (f) of sub-section 1 of Section 2 of the Representation of People Act, 1951 and further Section 133A newly inserted in the Goa Panchayat Act, 1994 provided that the election of the Members of the Zilla Panchayat in the Constituency of the Zilla Panchayat shall be for the candidate sponsored by Political Parties as defined under the Clause 16A of sub-section 2 of the Act. However, Independent candidate shall also be eligible to contest as Independents.

And whereas, it is necessary and expedient to provide in the interest of purity of election to Zilla Panchayat Constituency and in the interest of the conduct of such election in a fair and efficient manner for the specification, reservation and allotment of symbols to a candidate of recognized political party and also independent candidates and for matters connected therewith.

Now, therefore, in exercise of the powers conferred by Article 243K of the Constitution of India read with Section 2 of the Panchayat Raj Act, 1994, and Rule 20 of the Goa Panchayat & Zilla Panchayat (Election Procedure) Rules, 1996, the Commission hereby gives the following directions.

1. A candidate shall be deemed to be set up by a recognized National/State Political Party upon a notice by the Political Party in writing in Form B or Form A not later than 3.00 p.m. on the last date of making the nomination be delivered to the RO of the Constituency.
2. Form B shall be signed by the recognized political party President or Secretary of Goa Region having party office in Goa. Alternatively, Form A is to be used by the President or Secretary of the recognized Political Party not having a party office in Goa.
3. The Form A & B are signed in ink only provided that no specimen signature or signatures by means of rubber stamp of any such office bearer shall be accepted and no form transmitted by Fax shall be accepted.
4. The Form A & B prescribed by Election Commission of India and as modified by the Goa State Election Commission which is appended hereto shall be used.

R. K. Srivastava, IAS (Retd.), Commissioner
(Goa State Election Commission).

Panaji, 19th July, 2019.

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Department of Home

Home—General Division

Order

No. 2/5/2009-HD(G)/Part II/1935

Government of Goa is pleased to constitute the State Level Committee with the following composition for implementation of Interoperable Criminal Justice System Project:

- | | |
|--------------------------------|----------------|
| 1) Chief Secretary | — Chairperson. |
| 2) Director General of Police | — Member. |
| 3) Finance Secretary | — Member. |
| 4) Secretary (IT) | — Member. |
| 5) Special Secretary (Home) | — Member. |
| 6) Representative of NIC | — Member. |
| 7) Representative of MHA, GOI | — Member. |
| 8) Nodal Officer, ICJS Project | — Member. |

- 9) Registrar, High Court of Bombay at Panaji — Member.
 10) Inspector General of Prisons, Panaji — Member.
 11) Director of Transport, Panaji — Member.
 12) Chief Administrative Officer representing Principal District & Session Court, North Goa — Member.
 13) Director, Forensic Science Laboratory, Verna — Member.
 14) Director, Finger Prints Bureau, Verna — Member.
 15) Director of Prosecution, Panaji — Member.

The Apex Committee shall from time to time review the progress of the project monitor utilization of funds and issue policy direction and guidelines.

The aforesaid committee may co-opt any other officer expert as a member as and when required.

By order and in the name of the Governor of Goa.

Nilesh K. Dhaigodkar, Under Secretary (Home).
 Porvorim, 11th July, 2019.

Order

No. 2/5/2009-HD(G)/Part II/1936

Read: 1) Government Order No. 2/5/2009-HD(G)/I dated 30-09-2009.

2) Government Order No. 2/45/2016-HD(G)/435 dated 05-05-2016.

Government of Goa is pleased to constitute the State Apex Committee with the following composition for implementation of Crime and Criminal Tracking Network & Systems (CCTNS) Project:

- 1) Chief Secretary — Chairperson.
 2) Director General of Police — Member.
 3) Finance Secretary — Member.
 4) Secretary (IT) — Member.
 5) Special Secretary (Home) — Member.
 6) Representative of NIC — Member.
 7) Representative of MHA, GOI — Member.
 8) Nodal Officer, CCTNS Project — Member.
 9) Registrar, High Court of Bombay at Panaji — Member.
 10) Inspector General of Prisons, Panaji — Member.

- 11) Director of Transport, Panaji — Member.
 12) Chief Administrative Officer representing Principal District & Session Court, North Goa — Member.
 13) Director, Forensic Science Laboratory, Verna — Member.
 14) Director, Finger Prints Bureau, Verna — Member.
 15) Director of Prosecution, Panaji — Member.

The Apex Committee shall from time to time review the progress of the project monitor utilization of funds and issue policy direction and guidelines.

The aforesaid committee may co-opt any other officer expert as a member as and when required.

The Committee shall meet atleast once in a quarter.

This order supersedes earlier Government Order No. 2/5/2009-HD(G)/I dated 30-09-2009 and Government Order No. 2/45/2016-HD(G)/435 dated 05-05-2016.

By order and in the name of the Governor of Goa.

Nilesh K. Dhaigodkar, Under Secretary (Home).
 Porvorim, 11th July, 2019.

Department of Information & Publicity

Order

No. DIP/R.Day-TAB/2020/2019/1121

Government is pleased to constitute a committee under the Chairmanship of Hon'ble Chief Minister Shri Pramod Sawant comprising of the following in order to select the design of tableau for presentation at Republic Day Parade, 2020:

1. Shri Pramod Sawant, — Chairman.
 Chief Minister
 2. Shri Govind Gaude, — Member.
 Minister for Art & Culture
 3. Chief Secretary — Member.
 4. Secretary, Information & Publicity — Member.
 5. Shri Sanjay Harmalkar, — Member.
 Artist & Chairman, I.M.B.
 6. Principal Chief Engineer, PWD — Member.
 7. Principal, Goa College of Art — Member.

8. Director of Art & Culture	— Member.	Workmen,
9. Director of Accounts	— Member.	Rep. by the President,
10. Principal, Goa College of Music	— Member.	Vicco Laboratories Workers Union,
11. Jt. Director of Information & Publicity	— Member.	Ground Floor, Kamakshi Krupa,
12. Director of Information & Publicity	— Member Secretary.	Khadapabandh,
		Ponda, Goa-403 401. ... Workmen/Party I
		V/s

The Committee will be entrusted with the following works:

1. Scrutinize designs received from independent artistes, art students and tableau contractors.
2. Technical evaluation of the eligible bids based on the information/detailing/concept/design/s.
3. Awarding of marks to the bids based on criteria prior experience previous awards of the bidders, presentation etc.
4. Supervise the fabrication of the float and oversee the presentation.

This issues with the approval of Government under U.O. No. 2008/F dated 01-07-2019.

By order and in the name of the Governor of Goa.

Meghana Shetgaonkar, Director & ex officio Jt. Secretary (Information & Publicity).

Panaji, 12th July, 2019.

Department of Labour

Notification

No. 28/2/2019-LAB/452

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 17-06-2019 in reference No. IT/09/17 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 12th July, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT

GOVERNMENT OF GOA
AT PANAJI

(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/09/17

M/s. Vicco Laboratories (Goa),
Corlim, Ilhas, Goa-403 110. ... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik Jorge.

Employer/Party II represented by Ld. Adv. Shri G. K. Sardessai.

AWARD

**(Delivered on this the 17th day of the month
of June, of the year 2019)**

By Order dated 20-4-2017, bearing No. 28/10/2017-LAB/250, the Government of Goa in exercise of powers conferred by Section 10 (1)(d) of the Industrial Disputes Act, 1947 (for short The Act), has referred the following dispute to the Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Vicco Laboratories (Goa), Corlim, Goa, in refusing to consider the following demands raised by the workmen, represented by the Vicco Laboratories Workers Union vide their letter dated 30-06-2015, is legal and justified?"

CHARTER OF DEMANDS

Demand No. 1. Pay Scales:

W-I : 2450-180-3350-190-4300-200-5300-210-6350-220-7450-230.

W-II : 2550-200-3550-210-4600-220-5700-230-6850-240-8050-250.

W-III : 2650-220-3750-230-4900-240-6100-250-7350-260-8650-260.

Demand No. 2. Flat Rise:

Union demands that all the workers shall be given the flat rise at the rate of Rs. 8000/-. The above amount should be added to the existing basic and thereafter fitted in the revised pay scale in the higher stage.

Demand No. 3. Seniority Increment:

Union demands that the workmen should be given seniority increments as mentioned below:

- Service from 1st June, 1997 : Five Increments. upto 31st July, 1997
- Service from 1st August : Three Increments. upto 31st December, 1997

- Service from 1st January, : One Increment.
1998 upto 31st December,
2003

Demand No. 4. Variable Dearness Allowance:

Union demands that at present no VDA is paid to the workmen and in order to compensate the increase in the cost of living, the VDA shall be paid at the rate of Rs. 7 per point rise above AICPI 2000 (1960=100) the computation of VDA shall be made quarterly based on the average consumer price index of preceding quarter. The VDA up to 2000 points shall be merged into Fixed Dearness Allowance.

Demand No. 5. House Rent Allowance:

Union demands that HRA should be paid at the revised rate of 35% of Basic and Dearness Allowance, as the cost of accommodation is very high in Goa due to Tourist State.

Demand No. 6. Education Allowance:

The Union demands that the existing educational allowance shall be revised by adding Rs. 500/- per worker per month and shall be paid accordingly.

Demand No. 7. Transport Allowance:

Union demands that the workers shall be provided with the transport facility or shall be paid transport allowance at the rate of Rs. 1000/- per month.

Demand No. 8. Paid Holidays:

Union demands that the workmen shall be granted paid holidays for 15 days per year.

Demand No. 9. Leave:

Union demands that all the workmen should be given leave on the following basis:

- (A) Earned Leave: Union demands that all the workmen should be given earned leave at the rate of 35 days E.L. per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.
- (B) Casual Leave: Union demands that all the workmen should be given casual leave at the rate of 15 days per year.
- (C) Sick Leave: Union demands that all the workmen should be given sick leave at the rate of 20 days per year.

Demand No. 10. Leave Travel Assistance:

Union demands that LTA should be paid at the rate of Rs. 6000/- per annum per workmen.

Demand No. 11. Canteen Allowance/Food Subsidy:

Union demands that all the workmen shall be paid canteen allowance at the rate of Rs. 1000/- per workmen as there is no canteen facility provided to the workers by the management.

Demand No. 12. Medical Allowance:

The Union demands that the Medical allowance of Rs. 500/- per worker per month and shall be paid accordingly.

Demand No. 13. Accident Benefits/Ambulance Service:

Union demands that those workers who met with an accident while on duty shall be granted special leave and shall be reimbursed with all the medical expenses. The union further demands that the management should provide Ambulance Facility to the workers in case of any accident in factory premises or in cases of emergency to shift the worker from the factory to the hospital.

Demand No. 14. Hospitalization Benefit:

The union demands that workers be provided with the hospitalization benefit in case the wages of the workers cross the limit of ESIC and if the workers are disqualified from the coverage of ESIC and further provided with 7 days sick leave. The company shall formulate hospitalization policy.

Demand No. 15. Insurance Policy of the Workmen:

Union demands that group insurance policy worth Rs. 1,00,000/- be drawn for workers in case of death and/or major illness.

Demand No. 16. Promotion Policy/Designation:

Union demands that separate promotion policy should be promulgated in consultation with the union and every workman shall be designated to his specific post as Sr. Operator, Operator, Asst. Operator, Helpers, etc.

Demand No. 17. Loan:

Union demands that the interest free loan of Rs. 1,00,000/- should be granted to the workmen to meet the purchase of household articles or house repairs or marriage of self or his/her family member.

Demand No. 18. Gifts/Service/Award:

Union demands that workmen should be given service award as mentioned below:

- Service up to 10 years service award worth Rs. 4000/- with service certificate.
- Service beyond 10 years service award worth Rs. 6000/- with service certificate.
- Special gift (One Month Wages) to all workers towards celebration of Diamond jubilee year of the Company which may be paid on the date of establishment of the company.

Demand No. 19. Bonus/Ex-gratia:

Union demands that all the workers shall be paid 30% of Bonus/Ex-gratia every year without any ceiling.

Demand No. 20. Festival Advance:

Union demands that all the workmen shall be given Festival advance at the rate of Rs. 10000/- once in a year to be deducted in 10 equal installments.

Demand No. 21. Safety/Safe Drinking Water:

Union demands that the workers be provided with 2 doubled filtered masks, 2 gloves and 2 safety goggles every year for every worker. Union further demands that management should install an electric water purifier so as to ensure that the workers get safe hot and cold drinking water.

Demand No. 22. Raincoats:

Union demands that every worker be provided with good quality raincoats every year in the first week of June.

Demand No. 23. Soaps and Paste:

Union demands that every worker be given 4 soaps every month and 2 toothpaste of 200 gms. every month.

Demand No. 24. Half Day Joining:

The Union demands that the workers be provided with the facility of second half joining and with the facility of short leave.

Demand No. 25. Period of Settlement:

The Union demands that the settlement should be for the period of 3 years and should not be in any circumstances be extended beyond 3 years.

(2) *If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/09/17 and registered A/D notices were issued to both the parties. Pursuant to service of notices, the Party I filed a Claim Statement at Exhibit 6. The Party II filed a Written Statement at Exhibit 7.

3. In short, the case of the Party I is that the workmen are employed with Party II for last 20 years. The Party I/workmen are permanent workmen and that there was a practice of signing wage settlement for the period of 3 years. The employer is having good market in India, so also outside India. The last settlement was signed by the union and the management dated 26-6-2013 which expired on 30-5-2015. The union raised a fresh Charter of demands vide letter dated 30-06-2015, however the management was not interested in

discussing and settling the demands raised by the union and as such the dispute was raised before the Assistant Labour Commissioner, which ended in failure. The management ought to have settled the said demands at Sr. No. 1 to 25. The action of the management in refusing to discuss and to settle the Charter of demands is illegal and unjustified. The Party I is therefore entitled for the relief claimed.

4. In the Written statement, the Party II claimed that there is no industrial dispute as the Charter of demands have been raised without the support of substantial segment of workforce. The management has entered into various settlements with the workmen on their Charter of demands, since 1-2-2000 and last such settlement was arrived on 26-6-2013 for increase in wages and benefits. The workmen are not entitled to any relief as prayed in their claim statement.

5. In the rejoinder at Exhibit 8, Party I denied the contention of the Party II as stated in the written statement.

6. Issues came to be framed at Exh. 11.

7. In the course of initial proceedings, the parties filed an application at Exh. 14 colly alongwith a copy of Memorandum of Settlement dated 21-05-2019 signed under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 between the parties on the subject matter of the above reference and prayed that the award be passed in terms of the settlement.

8. The terms of settlement are reproduced here-in-below:

- 1) It has been agreed between the parties that all employees will accept the letter dated 10-08-2017 and the payment made to them as if their services were terminated and they have resigned in accordance with law.
- 2) It has been agreed by both the parties that the management will pay an ex-gratia payment to employees as per the ANNEXURE 'A'.
- 3) It has been agreed between the parties that in view of the amicable settlement each worker mentioned in the ANNEXURE 'A' will submit letter of resignation from the services of the company with effect from 30th June, 2017.
- 4) It has been agreed between the parties that employees mentioned in the ANNEXURE shall not claim employment/ /re-employment or raise any demand for

additional financial relief or claim any dues from the management, company, associates, successors, subsidiaries or representative partners and will treat this as the full and final settlement of all their demands placed either before the management or any authorities.

- 5) It has been agreed between the parties that they will withdraw all cases filed against the management or employees and pending before any authorities like Labour Commissioner, Provident Fund, ESIC, Factory Inspectorate, Tribunal, Courts by submitting copy of this settlement to appropriate authorities and making specific request that in view of the amicable settlement arrived they withdraw all cases filed and pending before such authorities.
- 6) It has been agreed between the parties that neither the employees mentioned in the ANNEXURE 'A' nor their family members, nor their union will obstruct/stop management in shifting the machineries, raw materials, finished goods in and out of the premises of the factory or starting the factory with new employee or outsourced employees or contracting the entire operation or partial operation to third party or selling the factory itself for operation or otherwise.
- 7) It has been agreed between the parties that employees mentioned in ANNEXURE 'A' will sign the document and statement or receipt for having received the full and final payment as per the understanding of this Settlement and its Annexure.
- 8) It has been agreed between the parties that the employees mentioned in ANNEXURE 'A' or their union or any relatives will not hold Dharna/Demonstration in front of the factory or demonstrate or stop entry and exit of any officer of the company or otherwise, visitor, vendor, buyer, contractor from the factory.
- 9) It has been agreed between the parties that the sum payable as per the ANNEXURE 'A' will be deposited in the salary account of each employee after Tax deduction at source along with the unclaimed amount of paid by Cheque dated 1st August, 2017, within seven working days of signing of this settlement. Legal heir of the deceased employees will produce AFFIDAVIT/INDEMNITY BOND and/or Succession Certificate along with Bank Account detail to claim the amount payable to them.

- 10) It has been agreed by both the parties, that as individual disputes were raised by employees, all employees mentioned in the ANNEXURE 'A' will sign this settlement and legal heir of the deceased employee with proof of being the legal heir will sign this settlement. Only when all employees sign this settlement that day will be considered for calculating the time for depositing the dues in the Bank. If any employee fails to sign this settlement, it will not be considered as signed or accepted by both the parties.

9. The above Memorandum of Settlement is signed by all the 47 workmen/legal heirs along with their representative, Shri Subhash Naik Jorge on behalf of Party I, so also the representative of Party II, Shri Ajay Pendharkar, Partner and Shri G. B. Halkar, Labour Consultant on behalf of Party II. I have gone through the terms of the settlement filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

10. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of Workmen/Party I, stands disposed of in view of the Memorandum of Settlement filed by both the parties at Exhibit 14 colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-III/458

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 28-06-2019 in reference No. IT/10/18 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of
Goa.

A. S. Mahatme, Under Secretary (Labour).

Porvorim, 15th July, 2019.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURTGOVERNMENT OF GOA
AT PANAJI(Before Mr. Vincent D'Silva, Hon'ble Presiding
Officer)

Ref. No. IT/10/18

Workmen,
Rep. by the President,
Kamgarancho Ekvott,
Gurudatt Bldg., 3rd Floor,
Dr. Dada Vaidya Road,
Panaji, Goa-403 001. ... Workmen/Party I

V/s

M/s. Pfizer Limited,
Plot No. L-137, Phase III A,
Verna Industrial Estate,
Verna, Salcete, Goa-403 722. ... Employer/Party II

Workmen/Party I represented by Shri Subhash Naik
Jorge.

Employer/Party II represented by Ld. Adv. Shri G.
K. Sardessai.

AWARD

(Delivered on this the 28th day of the month
of June, of the year 2019)

By Order dated 27-6-2018, bearing No. 28/14/
/2018-LAB/412, the Government of Goa in exercise
of powers conferred by Section 10 (1)(d) of the
Industrial Disputes Act, 1947 (for short The Act),
has referred the following dispute to the Tribunal
for adjudication.

*“(1) Whether the action of the management of
M/s. Pfizer Limited, Plot No. L-137, Phase-
-III-A, Verna Industrial Estate, Verna, Goa, in
not conceding the following Charter of
demands raised by the Kamgarancho Ekvott,
vide their letter dated 15-06-2015, is legal and
justified?”*

CHARTER OF DEMANDS

Demand No. 1: Basic Pay:

With effect from 01-04-2014, the following should
be the new revised Basic Pay:

Grade-I	Rs. 8,500/-
Grade-II	Rs. 10,500/-
Grade-III	Rs. 12,500/-
Grade-IV	Rs. 14,500/-
Grade-V	Rs. 16,500/-

Demand No. 2: Annual Increment:

Annual Increment @ 5% of the Basic Pay be paid
every year on completion of 12 months from the
date last annual increment is paid.

Demand No. 3: Seniority Increments:

With effect from 01-04-2014, Seniority Increments
be paid as follows:

(a) 4 years service	: one increment.
(b) 8 years service	: two increments.
(c) 12 years service	: three increments.
(d) 16 years service	: four increments.
(e) 20 years and above	: five increments.

Demand No. 4: Flat Rise in Basic Pay every year:

Flat rise of Rs. 2000/- per month be paid every
year on 1st April i.e.

For period 01-04-2014 to 31-03-2015 – Rs. 2000/- per
month.

For period 01-04-2015 to 31-03-2016 – additional Rs.
2000/- per month.

For period 01-04-2016 to 31-03-2017 – additional Rs.
2000/- per month.

Demand No. 5: Variable Dearness Allowance:

With effect from 01-04-2014, variable dearness
allowance at the rate of Rs. 4/- per point rise above
5000 points (Base 1960=100) be paid per month.
Neutralization for rise in price/in consumer price
index to be revised every three months.

Demand No. 6: House Rent Allowance:

With effect from 01-04-2014, 40% of the Basic Pay
per month besides/over and above existing house
rent allowance be paid.

Demand No. 7: Conveyance Allowance:

With effect from 01-04-2014, 30% of the Basic Pay
per month besides/over and above existing
conveyance allowance be paid.

Demand No. 8: Medical Allowance:

With effect from 01-04-2014, 10% of the Basic Pay
per month besides/over and above existing medical
allowance be paid.

Demand No. 9: Shift Allowance:

With effect from 01-04-2014, Rs. 75/- for working
in II shift and Rs. 100/- for working in III shift be
paid.

Demand No. 10: Pension Scheme:

50% of the last drawn gross wages be paid as
pension every month on retirement of employees.

Demand No. 11: Leave Travel Allowance:

One month gross pay be paid as Leave Travel Allowance every year.

Demand No. 12: Overtime:

Employees asked to work beyond duty hours shall be paid overtime wages as double the normal gross wages.

Demand No. 13: Free Transport:

Free transport from home to place of work and from place of work to home shall be provided by the Company.

Demand No. 14: Free Canteen/Snacks and Tea:

Canteen facilities like food and tea and snacks be provided free of cost.

Demand No. 15: Festival Advance:

Interest free Festival Advance of one month's gross wages be given, to be recovered in ten equal installments from salary every month.

Demand No. 16: Leave Facilities/Holidays:

Privilege Leave be granted at the rate of one day for every 11 days worked by an employee with PL accumulation of 240 days.

Casual Leave of 15 days be granted every calendar year.

Sick Leave of 30 days in a year with accumulation of 240 days.

Holidays shall be 16 excluding weekly off days.

Demand No. 17: Bonus:

30% of the annual gross wages be paid every year before Ganesh Chaturthi Festival as bonus under this settlement.

Demand No. 18: Reimbursement of Hospitalisation Expenses:

100% hospitalization expenses of self and family shall be reimbursed by the Company for all ailments requiring hospitalization. The Company may take Group Health Insurance/Medicaid facility for all.

Demand No. 19: Group Personal Accident Insurance Scheme:

Group Personal Accident Insurance Scheme be introduced to employees to cover upto an amount of Rs. 5,00,000/-.

Demand No. 20: Rainwear:

An amount of Rs. 1,500/- be provided every year in the month of May for purchase of rainwear to be used during monsoons.

Demand No. 21: Ten years Service Gift:

5 gms. Tanishq gold coin be provided to employees who complete 10 years service and additional 5 gms. gold coin be provided for every additional five years completed by employees.

Demand No. 22: Loan Schemes:

Interest free Personal Loan be provided to employees for an amount of Rs. 3,00,000/-.

Interest free emergency loan be provided for an amount of Rs. 25,000/- to meet unforeseen emergencies.

Interest free education loan of Rs. 2,500/- per child annually. Interest free two wheeler loan of Rs. 40,000/- be provided to purchase two wheeler.

Demand No. 23: Period of Settlement:

Period of settlement be for period starting from 01-04-2014 and ending on 31-12-2017.

(2) *If the answer to issue No. (1) above is in the negative, then, what relief the workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/10/18 and registered A/D notices were issued to both the parties. Pursuant to service of notices, the Party I filed a Claim Statement at Exhibit 6.

3. In short, the case of the Party I is that the Party II is a multinational pharmaceutical company engaged in the production of tablets at its factory at Verna and has engaged various classes of employees. The Party I are the workmen of Party II and as they are not unionized, they were not getting fair wages and conditions. The Party I initially became the members of Gomantak Mazdoor Sangh and submitted Charter of demands and later on they resigned and joined Kamgarancha Ekvott and submitted a Charter of demands dated 15-6-2015. The said demands were referred for conciliation along with other disputes and as there was no possibility of settlement, the Conciliation Officer recorded a failure and the present dispute came to be referred to the Tribunal. Meanwhile, the Party II entered into a wage settlement with a minority union dated 5-5-2017 for a period of three years from 1-4-2015 to 31-3-2018. The benefits of the said settlement have not been extended to the Party I union. The company has capacity to pay the wage demands raised by Party I. It is therefore, the reference be allowed.

4. In the course of proceedings, the parties filed an application at Exh. 7 colly alongwith a copy of Memorandum of Settlement dated 5-5-2017 for passing an award in terms of the said settlement. Both the parties have unequivocally stated that the Party I workmen concerned in the reference had not accepted the terms and conditions of the settlement dated 05-05-2017 entered into between Goa Pfizer Employees Union and the Party II for the period from 01-04-2015 to 31-03-2018, however concerned workmen have now agreed to accept the terms and conditions of the settlement dated 05-05-2017 in full and final settlement of their Charter of demands dated 15-6-2015 and agreed not to pursue the present reference. The Party II have also agreed to extend the terms and conditions of the settlement dated 5-5-2017 to the workmen represented by Party I in full and final settlement of the Charter of demands dated 15-6-2015. The above application is signed by representative of Party I, Shri Subhash Naik Jorge, so also the representative of Party II, Shri Gajanan Gawas, Manager-HR and Ld. Adv. Shri G. K. Sardesai on behalf of Party II. I have gone through the application dated 28-6-2019 at Exh. 7 colly along with the Memorandum of Settlement dated 5-5-2017 filed as above, which in my view, are just and fair and in the interest of both the Workmen/Party I as well as Employer/Party II and hence, the same are accepted.

10. In view of above, I pass the following:

ORDER

- (i) The reference at the instance of Party I stands disposed of in view of application at Exh. 7 colly.
- (ii) Consequently, the benefits of the Settlement dated 5-5-2017 shall be extended to the workmen of Party I.
- (iii) No order as to costs.
- (iv) Inform the Government accordingly.

(Vincent D'Silva),
Presiding Officer,
Industrial Tribunal and
Labour Court.

Notification

No. 28/2/2019-LAB/Part-II/457

The following award settled before the Lok Adalat at Panaji-Goa on 27-04-2019 in reference No. IT/57/16 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

A. S. Mahatme, Under Secretary (Labour).
Porvorim, 15th July, 2019.

LOK ADALAT

COMPROMISE MEMORANDUM IN CASES U/S
10(1) (d) OF INDUSTRIAL DISPUTES ACT, 1947

Type of cases:- Reference matter.

Case No.:- IT/57/16 Pending before Industrial Tribunal-cum-Labour Court-I, Panaji.

Workmen Party No. I.

V/s.

M/s. Chemtrols Industries Ltd. Party No. II.

MAY IT PLEASE YOUR HONOUR

Dispute in brief is that the Party No. I raised the dispute about the Charter of Demands. However, subsequently both the parties signed a settlement dated 22-10-2018 & accordingly present matter is settled.

We, that is Shri Workmen Rep. by Adv. Suhas Naik Applicant Party No. II is represented by Shri Adv. Prasanna C. Chowdikar Respondent alongwith our Advocates, authorize Panel/Bench constituting Lok Adalat, in the above said matter that we have arrived at the compromise to settle the matter as follows:-

TERMS OF COMPROMISE

The present matter is settled by both the parties by arriving at the amicable settlement dated 22-10-2018. The copy of memorandum of settlement is enclosed to this terms.

We have arrived at the compromise terms willingly before the Lok Adalat held on 27-04-2019 at 10.30 a.m. No coercion or force is applied. Today, though it is not working day for the Court, we request the Panel/Bench constituting the Lok Adalat to record the compromise today only and the aforesaid matter may be marked as settled accordingly.

Dated this 27th day of April, 2019.

Signature of the Applicant / Party No. 1

Signature of the Advocate for the Applicant

Signature of the Respondent / Party No. 2

Signature of the Advocate for the Respondent / Party No. 2

(Signature of the Authorized officer of the Government)

AWARD

The matter is amicably settled as above before the Lok Adalat held on 27.4.2019 at Panaji.

1. Signature of the Presiding Officer of Panel of Lok Adalat

2. Signature of the Member of Panel of Lok Adalat

3. Signature of the Member of Panel of Lok Adalat

Department of Public Health

Order

No. 7/21/2018-III/PHD/878

Read: 1) Memorandum No. 7/21/2018-III/PHD dated 09-05-2019.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/35(1)/2018/08 dated 03-04-2019, Government is pleased to appoint Shri Sudesh Nanda Gaude to the post of Assistant Professor in Psychiatric Social Work (Group 'A' Gazetted) in the Institute of Psychiatry and Human Behaviour, Bambolim, on temporary basis in the Level 11 in Pay Matrix (pre-revised Pay Band-3, Rs. 15600-39100+Grade Pay of Rs. 6600/-) with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Shri Sudesh Nanda Gaude shall be on probation for a period of two years.

Shri Sudesh Nanda Gaude has been declared medically fit by the Medical Board and his character and antecedent has been verified at the time of his initial appointed as Assistant Director (Welfare of Differently Abled) in Directorate of Social Welfare vide order No. 13/46/2011-SWD/6631 dated 15-11-2012.

The above appointment is made against the vacancy occurred due to creation of 01 post vide order No. 6/6/2009-III/PHD dated 12-07-2016 and kept alive vide order No. 6/6/2018-III/PHD/2127 dated 13-07-2018.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health-I).
Porvorim, 11th July, 2019.

Order

No. 4/10/2002-II/PHD/Vol.I/925

Government is pleased to accord approval for pay protection of basic pay of Rs. 91,400/- in respect of Dr. Milind M. Deshpande, Associate Professor, Department of Orthopaedic Surgery, Goa Medical College, Bambolim subject to the conditions that the terminal benefits, if any, obtained by him/paid to him should be deposited in the Government treasury alongwith interest.

This issues with the concurrence of the Finance (Rev. & Cont.) Department vide U.O No. 1426687 dated 09-07-2019.

By order and in the name of the Governor of Goa.

Trupti B. Manerkar, Under Secretary (Health).
Porvorim, 17th July, 2019.

Order

No. 13/10/2007-I/PHD(Part)/1759

In pursuance of sub-section (1) of Section 36 of the Food Safety and Standards Act, 2006 (Central Act 34 of 2006), read with Rule 2.1.2 of the Food Safety and Standards Rules, 2011, and in supersession of the Government Order No. 13/10/2007-I/PHD/(Part)/1097 dated 27th June, 2017, published in the Official Gazette, Series II No. 15 dated 13-07-2017, I, Shri J. Ashok Kumar, the Commissioner of Food Safety, hereby appoint Shri Richard Noronha as a Designated Officer to be

in-charge of food safety administration in the Districts of North Goa and South Goa of the State of Goa, with immediate effect.

J. Ashok Kumar, Commissioner (Food Safety).

Porvorim, 17th July, 2019.

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Department of Social Welfare
Directorate of Social Welfare

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Notification

No. 13/25/92-SWD (Vol.III)/1452

In exercise of powers conferred by Section 3 of the Goa State Commission for Backward Classes Act, 1993 (Act 13 of 1993), the Government of Goa is pleased to appoint the following members on the Goa State Commission for Backward Classes with immediate effect.

1. Shri Vishwas Ramnath Satarkar, —Chairman.
H. No. 14, Kalajiv-Keri,
Ponda-Goa
2. Shri Rajan Falkar, —Member.
Falwada, Kudnem, Sankhali-Goa
3. Shri Srikant Anant Chodankar, —Member.
H. No. 1385/3, Paneri, Aldona,
Bardez-Goa
4. Shri Narhari Haldankar, —Member.
Ex-MLA, Valpoi Constituency
5. Shri Soiru M. Komarpant, —Member.
Govt. Junta Quarters, C-11-2,
Pajifond, Margao-Goa

The Chairman is appointed on whole time basis and the Members are appointed on honorary/part time basis and their salary, allowances and other

terms and conditions of service shall be governed in terms of the provisions of Rule 3 of the Goa State Commission for Backward Classes Rules, 1997.

Every member shall hold office for term of three years from the date he/she resumes office.

By order and in the name of the Governor of Goa.

Parag Nagarcenkar, Director & ex officio Joint Secretary (Social Welfare).

Panaji, 15th July, 2019.

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Department of Women & Child
Development

Directorate of Women & Child Development

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Order

No. 2-103(69)-2017/DWCD/2356

The Government of Goa has decided to conduct inquiry in misuse of powers by Ms. Lida Joao, Chairperson, Child Welfare Committee, South Goa, under Section 27(7) of Juvenile Justice (Care and Protection of Children) Act, 2015.

Mr. Pravin H. Parab, Dy. Director, Child Welfare, Directorate of Women & Child Development, is appointed as Inquiry Officer.

The report after conducting inquiry shall be submitted to Government on or before 30-08-2019.

By order and in the name of the Governor of Goa.

Dipak Dessai, Director & ex officio Jt. Secretary (Women & Child Development).

Panaji, 17th July, 2019.

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